

ITEL

Ite! Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 984-4000
Telex 34234

November 2, 1984

RECORDATION NO. 14066-A Filed 1425

No. 4331A040
Date NOV 26 1984

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

NOV 26 1984 - 10 30 AM

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Ite! Rail Corporation for filing and recordation under the Sublease Agreement dated April 11, 1983 between the Texas Mexican Railway Company and the SOO Line Railroad Company which was filed with the I.C.C. on June 21, 1983 at 3:00 P.M. and given I.C.C. Recordation No. 14066, four counterparts of the following document:

Amendment No. 1 dated as of January 25, 1984 to the Sublease Agreement between Texas Mexican Railway Company and the SOO Line Railroad.

The names and addresses of the parties to the aforementioned Sublease are:

1. Texas Mexican Railway Company
P.O. Box 419
Laredo, Texas 78040
2. SOO Line Railroad Company
P.O. Box 530
SOO Line Building
Minneapolis, MN 55440

The equipment covered by this Amendment is forty-nine (49) 70-ton flatcars (AAR Mechanical Designation T.C.) bearing reporting marks SOO 54845-54893.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

NOV 26 1984
NOV 26 1984
NOV 26 1984

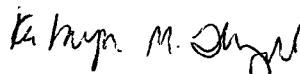
Handwritten: Harold Siegel

Handwritten: J. Bayne

Mr. James H. Bayne, Secretary
November 2, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts to the bearer of this document.

Sincerely,


Kathryn M. Thyret
Legal Assistant

KMT/csh
Enclosures

cc: Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Virginia Hanger
Itel Rail Corporation

Interstate Commerce Commission
Washington, D.C. 20423

11/26/84

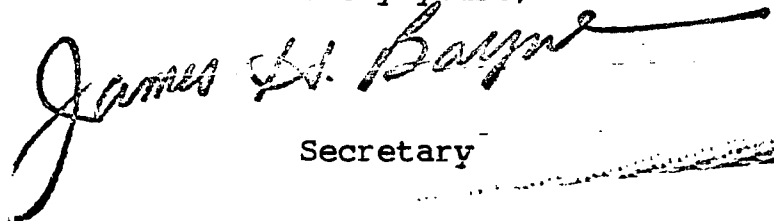
OFFICE OF THE SECRETARY

Kathryn M. Thyret
Itel Rail Corp.
55 Francisco
San Francisco, Calif. 94133

Dear Ms. Thyret:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/26/84 at 10:30am and assigned re-recording number(s). 14066-A

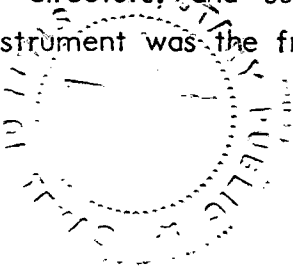
Sincerely yours,


Secretary

Enclosure(s)

STATE OF TEXAS)
COUNTY OF WEBB) ss:

On this 21st day of June, 1984, before me personally appeared A. R. Ramos, to me personally known, who being by me duly sworn says that such person is Chmn & CEO of Texas Mexican Railway Company that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

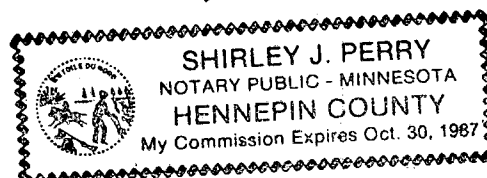


Sandra Sue Webber
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss:

On this 5th day of June, 1984, before me personally appeared C. C. Leary, to me personally known, who being by me duly sworn says that such person is Vice President Operations of SOO Line Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shirley J. Perry
Notary Public



L-0638
2/8/84

RECORDATION NO. 14066-A Filed 1425

NOV 28 1984 10 20 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Sublease Agreement (the "Sublease") made as of April 11, 1983 between THE TEXAS MEXICAN RAILWAY COMPANY ("Sublessor") and SOO LINE RAILROAD COMPANY ("Sublessee") is made this 25th day of January, 1984 between Sublessor and Sublessee.

W I T N E S S E T H :

WHEREAS, Sublessor and Sublessee are parties to the Sublease, pursuant to which forty-nine (49) flatcars ("Cars") bearing the reporting marks SOO 54845-54893 have been leased by Sublessor to Sublessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Sublease as follows:

1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.
2. Subsection 7.D.(i) shall be deleted in its entirety and the following shall be substituted therefor:

"7.D.(i). The calculations required in Subsection 7.C. shall be made within five (5) months after the end of each calendar year ("Final Calculation(s)"). In order that Sublessor may meet its financial commitments, Sublessee shall pay Sublessor amounts due during each calendar month of activity in which revenues are actually earned ("Service Month") according to the following schedule:

1. By the seventy-fifth (75th) day after each Service Month, Sublessee shall pay to Sublessor all current amounts reported by foreign railroads for each Service Month based on Summary of Accounts Due for Car Hire/Time Charges of Railroad Freight Cars and Related Costs ("Car Hire Report"). Included with this payment, Sublessee shall report to Sublessor per diem earned and mileage allowed on the cars for each Service Month.
2. By the one hundred fifth (105th) day after each Service Month, Sublessee shall pay to Sublessor all first month adjustments allowed on the Car Hire Report.
3. By the one hundred thirty-fifth (135th) day after each Service Month, Sublessee shall pay to Sublessor all remaining car hire amounts due from foreign railroads, including but not limited to car hire claims issued.

4. Within three (3) months after the end of each calendar quarter, Sublessee shall calculate on a quarterly year-to-date basis, the approximate amount, if any, due either party pursuant to Section 7. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculations, provided, however, that with twenty (20) days following the final calculation, any amount paid either party in excess of the amounts required shall be refunded to the appropriate party."
3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

THE TEXAS MEXICAN RAILWAY

By: *M. V. ...*

Title: Chairman & Chief Executive Officer

Date: June 21, 1984

SOO LINE RAILROAD COMPANY

By: *E. F. Lears*

Title: Vice President Operations

Date: 6-5-84

APPROVED:
FOR EXECUTION

MM
LAW DEPT.

Approved
on to Asst. Secy.

[Signature]